

Van Anda Aviation, LLC
Pilot (Renter) Information

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE:(Home) _____ (Work) _____ (Cell) _____

E-MAIL ADDRESS: _____

FAA CERTIFICATE NUMBER: _____ TYPE: _____

RATINGS: _____ TOTAL HRS: _____

DATE OF CURRENT FAA MEDICAL _____ CLASS: _____

DATE OF LAST BIENNIAL OR EQUIVALENT: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____ PHONE: _____

CHECKOUT DATE: _____ BY: _____

AIRCRAFT USED: _____

PILOT DOCUMENTS COPIED (required to be on file)

Driver's license: _____ Y _____ N Pilot Certificate: _____ Y _____ N Medical: _____ Y _____ N

LOGBOOK DATA (Check if verified)

Current BFR _____ Total Time _____ Time in type _____

(Initials)

Van Anda Aviation Airplane Rental Agreement

In consideration of the rental fees paid and the covenants contained herein, including completion and signing of the "Pilot (Renter) Information" form and initialing each page of the document, Van Anda Aviation, hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated airplane hereinafter referred to as the "airplane".

A. General

1. Renter acknowledges and agrees that the airplane is the property of the operator and payment is due upon return of the airplane at the completion of the rental period.
2. Renter acknowledges that he or she will review the airplane logbooks before the first flight of any rental period and that he or she has inspected the airplane and has found it in good mechanical condition and airworthy for the flight intended.
3. Renter agrees to return the airplane at the scheduled time, weather permitting.
4. Renter agrees to properly secure the airplane after each flight.
5. Renter agrees to take responsibility for the airplane while in his possession, taking reasonable precautions to care for the airplane, protecting it from theft in part or whole, or damage of any kind, on the ground or in the air.
6. Renter agrees to notify the operator of any problems found with the airplane after a flight, especially if safety of further flight could be affected.
7. A rental period starts when the renter pilot arrives at the airplanes location, begins his preflight procedures and extends until the airplane is tied down at the operators specified location and the renter relinquishes control of the airplane back to the operator.
8. The operator can be contacted in person at Hangar 1 at Orlando North Airpark during normal business hours, by phone at (407) 886-8777, or by email at info@vaaviation.com.

B. Renter expressly acknowledges personal liability to pay operator on demand:

1. Hourly time charges computed at the applicable posted HOBBS meter hourly rates until the airplane is returned to the operator.
 - a. Rental time is based on the HOBBS hour meter time. Renter is responsible to check and record the meter time on the airplane flight card, to the highest tenth, prior to starting the engine and then at the end of the flight after final engine shutdown.
 - b. A minimum charge of the applicable HOBBS meter hourly rate times half of the flight reservation time will be applied, unless weather does not permit safe operation. For multiple day reservations, a minimum per day charge may apply instead.
 - c. Cancellation of confirmed appointments can be done by email, or phone no less than 24 hours before the appointment to avoid a minimum charge.
 - d. Rental rates are defined as either "wet" or "dry."
 - i. **Wet** rate includes fuel and oil. Operator will reimburse the renter for fuel purchased at the current price of 100LL at Orlando North Airpark or the actual purchased price, whichever is less when presented with proof of the purchase.
 - ii. **Dry** rates do not include fuel. The renter is responsible to check and record the fuel levels of all fuel tanks at the beginning of each flight. When the airplane is returned, the renter must ensure the fuel levels are restored such that the total fuel is the same as the starting total fuel. If there is a discrepancy, the operator will either credit or charge for the amount of fuel needed to correct the fuel level based on the price of 100LL at Orlando North Airpark. Dry rates include oil.

(Initials)

- e. The airplane may be reassigned if the renter does not arrive within 30 minutes beyond the scheduled start time.
 2. Late fees, if they apply. If the airplane is returned after the end of the appointment time, a late fee will be computed based on the rental rate times the amount of delinquency. This fee is charged in addition to any normal rental fees, described in section (1). The late fee will be waived in cases such as acts of God, accidents, or mechanical problems.
 3. All landing fees, parking costs, hangar charges, tie down costs until the airplane is returned to the operator.
 4. Any loss to the airplane, its components, parts, equipment, or records that occurs during the rental period, including consequential damages and irrespective of the cause of loss. This amount is limited to \$10,000 and is due irrespective of any insurance coverage that the operator may have.
- C. Renter agrees not to tamper with, molest, or attempt to repair any parts of the airplane or its accessories, but will telephone the operator collect for instructions when encountering any mechanical malfunctions.
- D. If the airplane is abandoned away from the home-base airport, the renter will be liable for any expenses incurred by the operator required to return the airplane to the home base airport.
- E. Renter agrees to report any airplane damages, accident or incident to the Operator as soon as possible.
- F. Renter agrees that the rental airplane shall not be used or operated:
1. By any pilot that does not have a current medical certificate, third class minimum.
 2. By any pilot that has not had a FAA standard biennial flight review within the last 24 months.
 3. By any pilot that does not have the proper ratings or endorsements for the airplane and/or flight.
 4. By anyone other than the signed renter pilot operating the airplane from the left front seat, (except instructors).
 5. For any illegal purpose, in any race, speed test or contest of any kind.
 6. Outside the limits of the Continental United States, unless approved by the operator.
 7. To land at airports without a paved runway unless approved by the operator.
 8. To land on runways less than 2,500 feet in length unless approved by the operator.
 9. To carry passengers or property for compensation or hire.
 10. Unless a flight reservation has been requested and approved for the specific airplane and time.
- G. Renter agrees to reimburse the operator in the event suit is required by the operator to recover possession of the airplane or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages or costs and reasonable attorney's fees incurred by the operator in such suit or suits including appeals thereof.
- H. The renter agrees to provide proof of fitness to operate the airplane to the operator, if requested. This may include (not limited to) proof of medical, BFR, pilot's certificate, etc.
- I. This agreement may be superseded at a later date; the renter agrees to abide by the terms of the latest version posted on the operators website. The operator will make effort to inform renters of changes; however, the operator reserves the right to make changes without other notice.

Transient Maintenance Policy

If there is a breakdown or problem with the airplane, the operator will make every effort to make fast arrangements for repair. Renter is advised the following guidelines:

1. Call the operator advising of the nature of the breakdown or problem noted – if possible, call after consulting with the local repair facility as to needed repairs/costs.

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2. **DO NOT COMMIT TO ANY EXPENSE FOR MAINTENANCE OR REPAIR TO THE RENTAL AIRPLANE UNTIL REPAIR IS APPROVED BY THE OPERATOR.**
3. The operator will not reimburse the renter for any repairs not specifically authorized, nor any overtime or call out labor charges not approved in advance by a representative from the operator. Nor will the operator reimburse the renter for expenses incurred as a result of mechanical delay, including, car rental, hotel/motel expense, meals, airline fares, etc.
4. Repairs are to be documented on the repair facility invoice and all replaced parts are to be returned unless waived by operator.

Insurance

The operator carries aircraft liability insurance which includes a provision for up to \$100,000 of liability coverage for bodily injury and property damage liability for the renter, subject to the terms and limitations of the insurance policy. This coverage does not include physical damage to the aircraft, nor does it reduce or eliminate the responsibilities conveyed under Paragraph B, Item 4.

I have read and I understand the covenants, restrictions and requirements of this rental agreement consisting of 3 pages. I acknowledge receipt of a copy of this signed legal document. If the renter is a minor, signature of a parent or legal guardian is required in addition to the pilot. Parents and legal guardians acknowledge and agree to take financial and legal responsibility as though they are the renter/pilot.

Signed: _____ Date: _____

Witness: _____ Date: _____

(Initials)